

1 BILL NO. S-84-06- 2/

2 SPECIAL ORDINANCE NO. S- 78-84

3 AN ORDINANCE approving Contract
4 #84-W-3, Repairing and Repainting
5 of Brooklyn - Kinsmmor Elevated
6 Water Tank by the City of Fort
Wayne by and through its Board
of Public Works and J. L. Manta,
Inc.

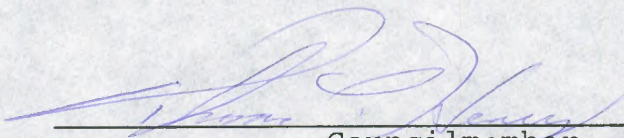
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract #84-W-3, Repairing
10 and Repainting of Brooklyn - Kinsmoor Elevated Water Tank, by the
11 City of Fort Wayne, Indiana by and through its Board of Public
12 Works and J. L. Manta, Inc., for:

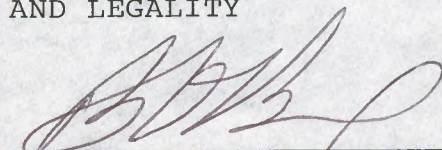
13 Contract #84-W-3, Repairing and Re-
14 painting Brooklyn - Kinsmoor Ele-
15 vated Water Tank shall furnish all
16 labor, material, equipment, tools,
17 power, transportation, miscellaneous
equipment, etc., necessary to repair
and repaint the Brooklyn - Kinsmoor,
1,000,000 gallon water tower with
longer life exterior system;

18 involving a total Contract price of Seventy-Four Thousand Eighty
19 and No/100 Dollars (\$74,080.00), all as more particularly set forth
20 in said Contract, which is on file with the Office of the Board
21 of Public Works and is by reference incorporated herein, made a
22 part hereof, and is hereby in all things ratified, confirmed, and
23 approved. Two (2) copies of said Contract are on file with the
24 City Clerk, and are available for public inspection.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28
29 
Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock, _____ .M., E.S.

DATE: 6-26-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>1</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>1</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>1</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>1</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>1</u>	_____	_____	_____	_____
<u>REDD</u>	<u>1</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>1</u>	_____	_____	_____	_____
<u>STIER</u>	<u>1</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>1</u>	_____	_____	_____	_____

DATE: 7-10-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(SPECIAL) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. S-78-84
on the 10th day of July, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 11th day of July, 1984,
at the hour of 10:00 o'clock A. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of July,
1984, at the hour of 2:30 o'clock P. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

THIS CONTRACT made and entered into in triplicate this 25th day of June, 1984, by and between J. L. MANTA, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to repair and repaint the Brooklyn-Kinsmoor, 1,000,000 gallon water tower with longer-life exterior system, all according to the detailed specifications and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of Seventy-Four Thousand Eighty Dollars and No Cents (\$74,080.00). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against the Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contract indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 84-W-3
- b. Instructions to Bidders for Contract No. 84-W-3
- c. Contractor's Proposal Dated May 16, 1984
- d. Detailed Technical Specifications for Contract No. 84-W-3 and drawings for said specifications.
- e. Workman's Compensation Act (I. C. 22-3-2-1).
- f. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- g. Prevailing Wage Scale.
- h. Performance and Guaranty Bond.
- i. Minority/Female Employment Requirements Option

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this Contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

J. L. MANTA, INC.

By: 

LEO MANTA, Vice President

By: 

JANET HARRIS, Secretary

CITY OF FORT WAYNE, INDIANA

By: 

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

By: 

DAVID J. KIESTER, CHAIRMAN

By: 

MEMBER

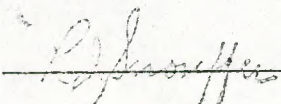
ATTEST:


HELEN V. GOCHENOUR, CLERK

By: _____

MEMBER

APPROVED AS TO FORM AND LEGALITY:



ASSOCIATE CITY ATTORNEY

Approved by the Common Council of the City of Fort Wayne on _____ day of

_____, 1984.


Special Ordinance No. _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public, in and for said County and State, this 12th
day of June, 1984, personally appeared the within named
LEO MANTA and JANET HARRIS, who being by me first duly sworn upon their
oaths, say that they are the Vice President and Secretary respectively,
of the J. L. MANTA, INC. and as such duly authorized to execute the fore-
going instrument and acknowledged the same as the voluntary act and deed
of J. L. MANTA, INC. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.


Maureen K. Collins
NOTARY PUBLIC
A Resident of Cook County,
State of Illinois
Maureen K. Collins
Type or Print Name of Notary

MY COMMISSION EXPIRES:

10-5-84

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we J.L. Manta, Inc.
(Contractor or ~~XXXXXXX~~) as Principal, and the Reliance Insurance Company
(Insurance Company), a corporation organized under the laws of the State of
Pennsylvania 1817 (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ 74,080.00
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by those present. The condition of
the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied
for authority to construct or cause to be constructed, a water main to become
part of the City's water distribution system, which said water main is to be
built and constructed according to plans and specifications prepared by or
approved by City and known as the Contract 84-W-3 for Sandblasting; and
Painting Water Tower (Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

✓ Janet Harris
Janet Harris
Secretary
(Title)

J.L. Manta, Inc.
(Contractor or ~~Developer~~)
BY: ✓ Leo Manta
(Name) Leo Manta
Vice President
(Title)

Reliance Insurance Company
(Insurance Company) Surety

*BY: H.W. Abrahamson
Authorized Agent
H.W. Abrahamson - Attorney-in-Fact

*If signed by an agent,
power of attorney must be attached

Countersigned
BY: Michelle A. Davis
Michelle A. Davis
P.O. Box 1724
Elkhart, Indiana 46515

ILLINOIS
STATE OF ~~XXXXXX~~
COOK SS:
COUNTY OF ~~XXXX~~

BEFORE ME, a Notary Public, in and for said State, personally appeared

Leo Manta, Vice President
(name) (title)

and Janet Harris, Secretary
(name) (title)

of J.L. Manta, Inc. and
(company)

Attorney in Fact, for said Reliance Insurance Company
as surety, with both of whom I am personally acquainted, and acknowledged that
they subscribed their signatures to the above and foregoing bond, in their
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 14th day of June,
19 84.

Vernette Gilkinson
Notary Public
Resident of COOK County, ~~XXX~~ ILL.

My Commission Expires:

6/21/87

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Raymond Schwaller, Jerome F. Brockhaus, Gary F. Brockhaus, William P. Stuber and H. W. Abrahamson, individually, of Oak Lawn, Illinois

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 17th day of May 1982.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 17th day of May, 1982, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 14th day of June 1984



Assistant Secretary

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES	Operations of the Insured in the State of Indiana
--	---

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

DATE ISSUED: 6/18/84
James Keough, Account Executive
SALES REPRESENTATIVE
(312) 228-3522

BILL NO. S-84-06-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving Contract #84-W-3, Repairing and Repainting
of Brooklyn - Kinsmoqr Elevated Water Tank by the City of Fort Wayne
by and through its Board of Public Works and J.L. Manta, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 7-10-84
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Contract 84-W-3
Repairing & Repainting of Brookwood - Kinsmoor Elevated Water Tank,

DEPARTMENT REQUESTING ORDINANCE J. L. Manta, Inc., Contractor
Board of Public Works

SYNOPSIS OF ORDINANCE Contract #84-W-3, Repairing & Repainting Brookwood - Kinsmoor

Elevated Water Tank is the furnishing all labor, material, equipment, tools, power,
transportation, misc. equipment, etc., necessary to repair and repaint the Brooklyn-Kins-
moor, 1,000,000 gallon water tower with longer life exterior system. J. L. Manta, Inc.
is the Contractor.

EFFECT OF PASSAGE Improvement of above.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$74,080.00

ASSIGNED TO COMMITTEE _____